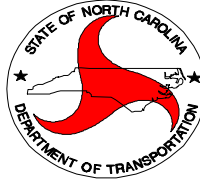


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION SEVEN

CONTRACT PROPOSAL D7POC051

SMALL BUSINESS ENTERPRISES

WBS ELEMENT: 36051.079, 36051.017, 7.207916, & 7.201716
COUNTY: ROCKINGHAM AND CASWELL
DESCRIPTION: GUARDRAIL AND GUIDERAIL MAINTENANCE AND
REPAIR AS NEEDED
BID OPENING: 11:00 A.M., DECEMBER 5, 2013
AVAILABILITY DATE: JANUARY 1, 2014
COMPLETION DATE: DECEMBER 31, 2014

THIS PROJECT WILL NOT REQUIRE A CONTRACTOR'S LICENSE, HIGHWAY
CLASSIFICATION

NAME OF BIDDER

ADDRESS OF BIDDER

RETURN BIDS TO:

US Postal Service:
Carolyn T. Huskins
North Carolina Dept. of Transportation,
Division of Highways
PO Box 14996
Greensboro, NC 27415-4996

Delivery Service:
Carolyn T. Huskins
North Carolina Dept. of Transportation,
Division of Highways
1584 Yanceyville Street
Greensboro, NC 27405

NO BID BOND REQUIRED

PROPOSAL
FOR THE CONSTRUCTION OF

CONTRACT No. **D7POC051** IN **ROCKINGHAM AND CASWELL** COUNTIES, NORTH CAROLINA

Date _____ 20 _____

**DEPARTMENT OF TRANSPORTATION,
GREENSBORO, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **D7POC051**; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Board of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2012 Standard Specifications for Roads and Structures* by the date(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. **D7POC051** in **Rockingham and Caswell Counties** for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2012* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

If the proposal is accepted and the award is made, the contract is valid only when signed either by the **Division Engineer** or such other person as may be designated by the Secretary to sign for the Department of Transportation. The conditions and provisions herein cannot be changed except over the signature of the said **Division Engineer**.

The quantities shown in the itemized proposal for the project are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient.

An increase or decrease in the quantity of an item will not be regarded as sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for the contract.

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INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS AND APPLICABLE ARTICLES FOUND IN THE *STANDARD SPECIFICATIONS* CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.

http://www.ncdot.org/doh/preconstruct/ps/specifications/specifications_provisions.html

All Bids will be considered in accordance with Article 102-14 of the 2012 Standard Specifications.
All bids shall be prepared and submitted in accordance with Articles 102-8, 102-9, 102-11, 102-12, 102-13 and 102-15 of the 2012 Standard Specifications and the following additions and exceptions.

1. No electronic bids will be accepted, bids on CD will be accepted if accompanied by a printed, signed original.
2. Bid Bonds will not be required.
3. "Division Engineer" shall be substituted for the following: "State Highway Administrator", "State Contract Officer or Engineer", the "Board of Transportation (Board)", "Secretary of Transportation (Secretary)".
4. The Contractor shall **COLLATE, BIND** and return the entire proposal and acknowledge receipt of addenda and/or pre-bid minutes in the spaces provided on the Contract Bid Form. Plan sheets do not have to be returned.
5. For Small Business Enterprise projects, bids with the Total Amount over \$500,000 will not be considered for award. For all other projects, bids with the Total Amount over \$2,500,000 will not be considered for award.
6. **Questions SHALL BE emailed to cthuskins@ncdot.gov and shall be received no less than 11 calendar days prior to the bid opening. Answers will be provided via an addendum. Verbal answers shall not be binding. Questions concerning execution will be answered any time prior to the bid opening.**
7. THE PROPOSAL SHALL BE PLACED IN A SEALED ENVELOPE DISPLAYING THE FOLLOWING:
**"QUOTATION COVERING: D7POC051 TO BE OPENED AT
11:00 A.M., DECEMBER 5, 2013**

BIDDER'S NAME

ATTN: Carolyn T. Huskins

8. THE PACKAGE SHALL BE DELIVERED TO AND RECEIVED AT:
NCDOT, Division of Highways, 1584 Yanceyville Street, Greensboro, N.C.
ON OR BEFORE 11:00 A.M., December 5, 2013.
9. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

BID PACKAGE ENCLOSED

Attn: Carolyn T. Huskins
N.C. Dept. of Transportation,
Division of Highways
PO Box 14996
Greensboro, NC 27415-4996

PROJECT SPECIAL PROVISIONS

GENERAL

This contract is for guardrail and guiderail maintenance and repair as needed in Rockingham and Caswell Counties. The Contractor shall furnish all material, services, labor, traffic control and equipment necessary for the required work. Sufficient experienced personnel shall be provided.

All work and materials shall be in accordance with the provisions of this contract, the Project Special Provisions, the *2012 North Carolina Department of Transportation Standard Specifications for Roads and Structures*, the *2012 North Carolina Department of Transportation Roadway Standards Drawings*, and the current edition of the *Manual of Uniform Traffic Control Devices* (MUTCD).

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the *Standard Specifications*.

CONTRACT TIME AND LIQUIDATED DAMAGES

The date of availability for this project is January 1, 2014.

The completion date for this project is December 31, 2014.

The contract shall commence on the Date of Availability and shall be effective for one (1) calendar year. At the option of the NC Department of Transportation and upon agreement by the contractor, this contract may be extended for up to two (2) additional one-(1) year extensions with an increase of 3% per bid item per year.

BASIS OF AWARD

Quantities for this work are unknown but will be determined on an as needed basis. Determination of the apparent low bidder will be made by extending the unit prices quoted on the Bid Proposal Form.

The quantities shown on the Bid Proposal Form are for determination of low bid only and do not reflect total quantities for the contract.

Unit prices should reflect actual costs; unbalanced bids may be rejected.

NOTIFICATION OF OPERATIONS AND LIQUIDATED DAMAGES

The Contractor will be notified when the need arises for the removal and replacement of damaged guardrail and/or guiderail, for the installation of new guardrail and/or guiderail and for the repair of guiderail. The contractor shall repair damaged median guardrail and guiderail within seven (7) days of notification, and repair all other locations with damaged

guardrail within thirty (30) days of notification. Notification may be made by telephone or email; either method shall be considered sufficient. The contractor will not be notified until a minimum of one hundred (100) feet of guardrail and/or guiderail or equivalent guardrail and/or guiderail components is available.

Liquidated Damages will be Four Hundred Dollars (\$400.00) per day after the specified seven (7) calendar days has elapsed for damaged median guardrail/ cable guiderail, and thirty (30) calendar days for all other locations.

The Contractor shall notify NCDOT 24 hours prior to beginning work on any section of guardrail or guiderail. A NCDOT inspector must be present at the site prior to the Contractor beginning work or the work will be considered unauthorized. No payment will be made for unauthorized work.

WORK RESTRICTIONS AND LIQUIDATED DAMAGES

The Contractor **may work** Monday through Friday during daylight hours (sun up to sun down) and other times as directed by the Engineer. Holiday work will not be permitted unless otherwise approved by the Engineer. Work shall only be performed when weather and visibility conditions allow safe operations.

Lane closures on all multilane facilities shall be restricted to 9:00 A.M. to 4:00 P. M. unless otherwise directed by the Engineer, when the Engineer determines that the Contractor's operations may cause significant traffic delays on a given roadway.

Liquidated damages for this contract are Three Hundred Fifty Dollars (\$350.00) per hour or portion thereof that the Contractor operates outside of the work hours as stated above.

PROSECUTION OF WORK

The provisions of Section 108 shall apply with the following additions:

The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and **final acceptance of each notification**. The Contractor will not be permitted to suspend his operations except for reasons beyond his control or except where the Engineer has authorized a suspension of the Contractor's operations in writing.

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract by the completion date.

Failure on the part of the contractor to perform satisfactory work, or to maintain satisfactory progress, or to begin work within above noted time frame will be grounds for the department to declare default of contract and pursue the work with its own forces. (ref. Article 108-9)

NO MAJOR CONTRACT ITEMS:

(2-19-02) (Rev 8-21-07)

SP1 G31

None of the items included in this contract will be major items.

NO SPECIALTY ITEMS:

(7-1-95)

SP1 G34

None of the items included in this contract will be specialty items (See Article 108-6 of the Standard Specifications).

SUBSURFACE INFORMATION:

(7-1-95)

450

SP1 G112 A

There is **no** subsurface information available on this project. The Contractor shall make his own investigation of subsurface conditions.

LOCATING EXISTING UNDERGROUND UTILITIES:

(3-20-12)

105

SP1 G115

Revise the *2012 Standard Specifications* as follows:

Page 1-43, Article 105-8, line 28, after the first sentence, add the following:

Identify excavation locations by means of pre-marking with white paint, flags, or stakes or provide a specific written description of the location in the locate request.

RESOURCE CONSERVATION:

(5-21-13)

104-13

SP1 G118

In accordance with North Carolina Executive Order 156, NCGS 130A-309.14(2), and NCGS 136-28.8, it is the policy of the Department to aid in the reduction of materials that become a part of our solid waste stream, to divert materials from landfills, and to find ways to recycle and reuse materials for the benefit of the Citizens of North Carolina.

Initiate, develop and use products and construction methods that incorporate the use of recycled or solid waste products in accordance with Article 104-13 of the *2012 Standard Specifications*. Report the quantities of reused or recycled materials either incorporated in the project or diverted from landfills on the Project Construction Reuse and Recycling Reporting Form.

A location-based tool for finding local recycling facilities and the Project Construction Reuse and Recycling Reporting Form are available at:

<http://connect.ncdot.gov/resources/Environmental/Pages/North-Carolina-Recycling-Locations.aspx>

DOMESTIC STEEL:

(4-16-13)

106

SP1 G120

Revise the *2012 Standard Specifications* as follows:

Page 1-49, Subarticle 106-1(B) Domestic Steel, lines 2-7, replace the first paragraph with the following:

All steel and iron products that are permanently incorporated into this project shall be produced in the United States except minimal amounts of foreign steel and iron products may be used provided the combined material cost of the items involved does not exceed 0.1% of the total amount bid for the entire project or \$2,500, whichever is greater. If invoices showing the cost of the material are not provided, the amount of the bid item involving the foreign material will be used for calculations. This minimal amount of foreign produced steel and iron products permitted for use is not applicable to high strength fasteners. Domestically produced high strength fasteners are required.

OUTSOURCING OUTSIDE THE USA:

(9-21-04) (Rev. 5-16-06)

SP1 G150

All work on consultant contracts, services contracts, and construction contracts shall be performed in the United States of America. No work shall be outsourced outside of the United States of America.

Outsourcing for the purpose of this provision is defined as the practice of subcontracting labor, work, services, staffing, or personnel to entities located outside of the United States.

The North Carolina Secretary of Transportation shall approve exceptions to this provision in writing.

GIFTS FROM VENDORS AND CONTRACTORS:

(12-15-09)

SP1 G152

By Executive Order 24, issued by Governor Perdue, and *N.C. G.S. § 133-32*, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and *G.S. § 133-32*.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

EMPLOYMENT:

(11-15-11) (Rev. 1-17-12)

108, 102

SP1 G184

Revise the *2012 Standard Specifications* as follows:

Page 1-20, Subarticle 102-15(O), delete and replace with the following:

(O) Failure to restrict a former Department employee as prohibited by Article 108-5.

Page 1-65, Article 108-5 Character of Workmen, Methods, and Equipment, line 32, delete all of line 32, the first sentence of the second paragraph and the first word of the second sentence of the second paragraph.

STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:

(9-18-12)

SP1 G185

Revise the *2012 Standard Specifications* as follows:

Replace all references to "State Highway Administrator" with "Chief Engineer".

PROJECT SPECIAL PROVISIONS – TRAFFIC CONTROL

TRAFFIC CONTROL

Maintain traffic in accordance with Divisions 10, 11 and 12 of the *Standard Specifications*, the latest revisions thereto and the following provisions:

Use a lane closure (refer to the *Roadway Standard Drawings* Nos. 1101.02, 1101.11, 1110.02, 1130.01). Maintain the existing traffic pattern at all times, except in the immediate work zone where lane closures are allowed as determined by the Engineer.

Refer to the *Roadway Standard Drawings* Nos. 1101.02, 1101.03, 1101.04, 1101.05, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01 and 1180.01 when closing a lane of travel in a stationary work zone. Properly ballasted cones may be used instead of drums for lane closures during daylight hours. However, drums are required for the upstream taper portion of lane closures in all applications. The stationary work zone shall be a maximum of 3 miles in length at any given time unless otherwise directed by the Engineer. A pilot vehicle operation may be used in conjunction with flaggers and the appropriate pilot vehicle warning signing as directed by the Engineer. During periods of construction inactivity, return the traffic pattern to the existing alignment and remove or cover any work zone signs. When covering work zone signs, use an opaque material that prevents reading of the sign at night by a driver using high beam headlights. Use material, which does not

damage the sign sheeting. Replace any obliterated markings as required by other sections of the *Standard Specifications* and the Engineer.

When personnel and/or equipment are working on the shoulder adjacent to an undivided facility and within 5 feet of an open travel lane, close the nearest open travel lane using the *Roadway Standard Drawings* No. 1101.02 unless the work area is protected by barrier or guardrail. When personnel and/or equipment are working on the shoulder, adjacent to a divided facility and within 10 feet of an open travel lane, close the nearest open travel lane using the *Roadway Standard Drawings* No. 1101.02 unless the work area is protected by barrier or guardrail. When personnel and/or equipment are working within a lane of travel of an undivided or divided facility, close the lane according to the traffic control plans, *Roadway Standard Drawings* or as directed by the Engineer. Conduct the work so that all personnel and/or equipment remain within the closed travel lane. Do not work simultaneously, on both sides of an open travel way, within the same location, on a two-lane, two-way road. Do not perform work involving heavy equipment within 15 feet of the edge of travel way when work is being performed behind a lane closure on the opposite side of the travel way. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

Operate equipment and conduct operations in the same direction as the flow of traffic. Do not cross medians with equipment, except at properly designated interchanges.

For work performed along the shoulders and in the medians requiring shoulder closures on high speed multi-lane roads; the Contractor will be required to provide all traffic control devices including signs, barrels and/or cones, TMA's, changeable message signs and any other devices required by the *Standard Drawings* or as directed by the Engineer.

No direct payment will be made for Traffic Control as such work will be considered incidental to the various other bid items in the contract.

PROJECT SPECIAL PROVISIONS

MATERIALS:

(2-21-12) (Rev. 11-19-13)

1000, 1005, 1050, 1074, 1078, 1080, 1081, 1084, 1087, 1092

SP10 R01

Revise the *2012 Standard Specifications* as follows:

Page 10-1, Article 1000-1, DESCRIPTION, line 14, add the following:

Use materials which do not produce a mottled appearance through rusting or other staining of the finished concrete surface.

Page 10-5, Table 1000-1, REQUIREMENTS FOR CONCRETE, replace with the following:

TABLE 1000-1 REQUIREMENTS FOR CONCRETE											
Class of Concrete	Min. Comp. Strength at 28 days	Maximum Water-Cement Ratio				Consistency Max. Slump		Cement Content			
		Air-Entrained Concrete		Non Air-Entrained Concrete		Vibrated	Non-Vibrated	Vibrated		Non-Vibrated	
		Rounded Aggregate	Angular Aggregate	Rounded Aggregate	Angular Aggregate			Min.	Max.	Min.	Max.
Units	psi					inch	inch	lb/cy	lb/cy	lb/cy	lb/cy
AA	4,500	0.381	0.426	-	-	3.5	-	639	715	-	-
AA Slip Form	4,500	0.381	0.426	-	-	1.5	-	639	715	-	-
Drilled Pier	4,500	-	-	0.450	0.450	-	5-7 dry 7-9 wet	-	-	640	800
A	3,000	0.488	0.532	0.550	0.594	3.5	4	564	-	602	-
B	2,500	0.488	0.567	0.559	0.630	2.5	4	508	-	545	-
B Slip Formed	2,500	0.488	0.567	-	-	1.5	-	508	-	-	-
Sand Light-weight	4,500	-	0.420	-	-	4	-	715	-	-	-
Latex Modified	3,000 7 day	0.400	0.400	-	-	6	-	658	-	-	-
Flowable Fill excavatable	150 max. at 56 days	as needed	as needed	as needed	as needed	-	Flowable	-	-	40	100
Flowable Fill non-excavatable	125	as needed	as needed	as needed	as needed	-	Flowable	-	-	100	as needed
Pavement	4,500 design, field 650 flexural, design only	0.559	0.559	-	-	1.5 slip form 3.0 hand place	-	526	-	-	-
Precast	See Table 1077-1	as needed	as needed	-	-	6	as needed	as needed	as needed	as needed	as needed
Prestress	per contract	See Table 1078-1	See Table 1078-1	-	-	8	-	564	as needed	-	-

Page 10-65, Article 1050-1, GENERAL, line 41, replace the first sentence with:

All fencing material and accessories shall meet Section 106.

Page 10-23, Table 1005-1, AGGREGATE GRADATION-COARSE AGGREGATE, replace with the following:

**TABLE 1005-1
AGGREGATE GRADATION - COARSE AGGREGATE**

Percentage of Total by Weight Passing													
Std. Size #	2"	1 1/2"	1"	3/4"	1/2"	3/8"	#4	#8	#10	#16	#40	#200	Remarks
4	100	90-100	20-55	0-15	-	0-5	-	-	-	-	-	A	Asphalt Plant Mix
46/7M	100	95-100	-	35-70	-	0-30	0-5	-	-	-	-	A	Asphalt Plant Mix
5	-	100	90-100	20-55	0-10	0-5	-	-	-	-	-	A	AST, Sediment Control Stone
57	-	100	95-100	-	25-60	-	0-10	0-5	-	-	-	A	AST, Str. Concrete, Shoulder Drain, Sediment Control Stone
57M	-	100	95-100	-	25-45	-	0-10	0-5	-	-	-	A	AST, Concrete Pavement
6M	-	-	100	90-100	20-55	0-20	0-8	-	-	-	-	A	AST
67	-	-	100	90-100	-	20-55	0-10	0-5	-	-	-	A	AST, Str. Concrete, Asphalt Plant Mix
78M	-	-	-	100	98-100	75-100	20-45	0-15	-	-	-	A	Asphalt Plant Mix, AST, Str. Conc, Weep Hole Drains
14M	-	-	-	-	-	100	35-70	5-20	-	0-8	-	A	Asphalt Plant Mix, AST, Weep Hole Drains, Str. Concrete
9	-	-	-	-	-	100	85-100	10-40	-	0-10	-	A	AST
ABC	-	100	75-97	-	55-80	-	35-55	-	25-45	-	14-30	4-12 ^B	Aggregate Base Course, Aggregate Stabilization
ABC (M)	-	100	75-100	-	45-79	-	20-40	-	0-25	-	-	0-12 ^B	Maintenance Stabilization
weigh	-	-	-	-	100	80-100	5-40	0-20	-	0-10	-	0-2.5	AST

A. See Subarticle 1005-4(A).

B. See Subarticle 1005-4(B).

C. For Lightweight Aggregate used in Structural Concrete, see Subarticle 1014-2(E)(6).

Page 10-115, Subarticle 1074-7(B), Gray Iron Castings, lines 10-11, replace with the first two sentences with the following:

Supply gray iron castings meeting all facets of AASHTO M 306 excluding proof load. Proof load testing will only be required for new casting designs during the design process, and conformance to M306 loading (40,000 lbs.) will be required only when noted on the design documents.

Page 10-126, Table 1078-1, REQUIREMENTS FOR CONCRETE, replace with the following:

TABLE 1078-1 REQUIREMENTS FOR CONCRETE		
Property	28 Day Design Compressive Strength 6,000 psi or less	28 Day Design Compressive Strength greater than 6,000 psi
Maximum Water/Cementitious Material Ratio	0.45	0.40
Maximum Slump without HRWR	3.5"	3.5"
Maximum Slump with HRWR	8"	8"
Air Content (upon discharge into forms)	5 + 2%	5 + 2%

Page 10-151, Article 1080-4 Inspection and Sampling, lines 18-22, replace (B), (C) and (D) with the following:

- (B) At least 3 panels prepared as specified in 5.5.10 of AASHTO M 300, Bullet Hole Immersion Test.
- (C) At least 3 panels of 4"x6"x1/4" for the Elcometer Adhesion Pull Off Test, ASTM D4541.
- (D) A certified test report from an approved independent testing laboratory for the Salt Fog Resistance Test, Cyclic Weathering Resistance Test, and Bullet Hole Immersion Test as specified in AASHTO M 300.
- (E) A certified test report from an approved independent testing laboratory that the product has been tested for slip coefficient and meets AASHTO M253, Class B.

Page 10-162, Subarticle 1081-1(A) Classifications, lines 4-7, delete the second and third sentences of the description for Type 3A.

Page 10-161, Subarticle 1081-1(A) Classifications, lines 29-33, delete first 3 sentences of the description for Type 2 and replace with the following:

Type 2 - A low-modulus, general-purpose adhesive used in epoxy mortar repairs. It may be used to patch spalled, cracked or broken concrete where vibration, shock or expansion and contraction are expected.

Page 10-162, Subarticle 1081-1(B) Requirements, lines 26-30, replace the second paragraph with the following:

For epoxy resin systems used for embedding dowel bars, threaded rods, rebar, anchor bolts and other fixtures in hardened concrete, the manufacturer shall submit test results showing that the bonding system will obtain 125% of the specified required yield strength of the fixture. Furnish certification that, for the particular bolt grade, diameter and embedment depth required, the anchor system will not fail by adhesive failure and that there is no

movement of the anchor bolt. For certification and anchorage, use 3,000 psi as the minimum Portland cement concrete compressive strength used in this test. Use adhesives that meet Section 1081.

List the properties of the adhesive on the container and include density, minimum and maximum temperature application, setting time, shelf life, pot life, shear strength and compressive strength.

Page 10-169, Subarticle 1081-3(G) Anchor Bolt Adhesives, delete this subarticle.

Page 10-173, Article 1084-2 STEEL SHEET PILES, lines 37-38, replace first paragraph with the following:

Steel sheet piles detailed for permanent applications shall be hot rolled and meet ASTM A572 or ASTM A690 unless otherwise required by the plans. Steel sheet piles shall be coated as required by the plans. Galvanized sheet piles shall be coated in accordance with Section 1076. Metallized sheet piles shall be metallized in accordance to the Project Special Provision "Thermal Sprayed Coatings (Metallization)" with an 8 mil, 99.9% aluminum alloy coating and a 0.5 mil seal coating. Any portion of the metallized sheet piling encased in concrete shall receive a barrier coat. The barrier coat shall be an approved waterborne coating with a low-viscosity which readily absorbs into the pores of the aluminum thermal sprayed coating. The waterborne coating shall be applied at a spreading rate that results in a theoretical 1.5 mil dry film thickness. The manufacturer shall issue a letter of certification that the resin chemistry of the waterborne coating is compatible with the 99.9% aluminum thermal sprayed alloy and suitable for tidal water applications.

Page 10-179, Subarticle 1087-4(A) Composition, lines 39-41, replace the third paragraph with the following:

All intermixed and drop-on glass beads shall not contain more than 75 ppm arsenic or 200 ppm lead.

Page 10-180, Subarticle 1087-4(B) Physical Characteristics, line 8, replace the second paragraph with the following:

All intermixed and drop-on glass beads shall comply with NCGS § 136-30.2 and 23 USC § 109(r).

Page 10-181, Subarticle 1087-7(A) Intermixed and Drop-on Glass Beads, line 24, add the following after the first paragraph:

Use X-ray Fluorescence for the normal sampling procedure for intermixed and drop-on beads, without crushing, to check for any levels of arsenic and lead. If any arsenic or lead is detected, the sample shall be crushed and repeat the test using X-ray Fluorescence. If the X-ray Fluorescence test shows more than a LOD of 5 ppm, test the beads using United States

Environmental Protection Agency Method 6010B, 6010C or 3052 for no more than 75 ppm arsenic or 200 ppm lead.

Page 10-204, Subarticle 1092-2(A) Performance and Test Requirements, replace **Table 1092-3 Minimum Coefficient of Retroreflection for NC Grade A** with the following:

TABLE 1092-3 MINIMUM COEFFICIENT OF RETROREFLECTION FOR NC GRADE A (Candelas Per Lux Per Square Meter)								
Observation Angle, degrees	Entrance Angle, degrees	White	Yellow	Green	Red	Blue	Fluorescent Yellow Green	Fluorescent Yellow
0.2	-4.0	525	395	52	95	30	420	315
0.2	30.0	215	162	22	43	10	170	130
0.5	-4.0	310	230	31	56	18	245	185
0.5	30.0	135	100	14	27	6	110	81
1.0	-4.0	120	60	8	16	3.6	64	48
1.0	30.0	45	34	4.5	9	2	36	27

PROJECT SPECIAL PROVISIONS - GENERAL

Div. 7

GUARDRAIL MAINTENANCE AND INSTALLATION

The maintenance and installation of guardrail as directed by the Engineer shall be performed in accordance with applicable sections of Section 862 and the current NCDOT guardrail standards. All materials shall be new and shall meet the requirement of Division 10 of the *Standard Specifications* dated July 2012.

REMOVE AND REPLACE

Remove and Replace shall be in accordance with the applicable portions of Section 863 and the following additions and or exceptions:

All work identified as "Remove and Replace" shall consist of the removal and disposal of existing damaged guardrail and/or guiderail components prior to replacement with new guardrail and or cable guiderail.

All guardrail, guiderail, and/or guardrail/guiderail components removed shall become the property of the Contractor.

All replacement components shall be new and shall be installed using the most current design standard. Any exceptions shall be approved by the Engineer prior to installation. All materials are to be replaced with like materials: wood post for wood post and steel post for steel post.

All components installed shall be tightened and completed prior to opening the adjacent travel way to traffic.

Supplemental components, such as buffer end sections, terminal end sections, and end shoes, may be furnished by the Department. No direct payment will be made for the installation of these components as it will be considered incidental to other bid items in the contract.

Payment for removal of components shall be included in the unit price for the various replacement components.

FURNISH AND INSTALL

All work identified, as "Furnish and Install" shall consist of the installation of new guardrail and/or guiderail and anchor units at new locations or locations where the guardrail and or guiderail is to be upgraded. The guardrail and/or guiderail installation shall be in accordance with the applicable portions of Sections 862 and 865 and shall meet current design standards.

All components installed shall be tightened and completed prior to opening the adjacent roadway to traffic.

Payment shall be included in the unit price for the various components.

TRANSITION SECTION FROM PREVIOUS GUARDRAIL TO CURRENT GUARDRAIL STANDARDS

Due to the changes in guardrail standards, a transition section is required in order to connect the "old" standard with the "new" standard. All posts are to be replaced with similar material: such as wood for wood posts and steel for steel posts.

REMOVE AND DISPOSE GUARDRAIL AND GUIDERAIL

The removal of existing and/or damaged guardrail established by the Engineer shall be done in accordance with applicable portions of Section 863. The Contractor shall exercise care not to damage adjoining structures or other appurtenances. Any damage caused by the Contractor shall be repaired at no cost to the Department.

All removed guardrail and guiderail and their components shall become the property of the Contractor and shall be removed from the project within 72 hours. Components that are misaligned shall be realigned and used in the repair as determined by the Engineer. No direct compensation shall be made for realignment or removal and disposal of guardrail components as this work shall be considered incidental to the various pay items contained herein.

CABLE GUIDERAIL REPAIR

All work identified, as “Cable Guiderail Repair” shall include but not be limited to re-tensioning, splicing, installing new turnbuckles, resetting guiderail posts, removing and installing new anchor units, installation of additional guiderail posts. All repairs shall be done in accordance with Sections 865 and shall meet current design standards.

All components installed shall be tightened and completed prior to opening the adjacent roadway to traffic. Payment shall be included in the unit price for the various components.

PROJECT SPECIAL PROVISIONS – GUARDRAIL AND GUIDERAIL

(Div. 7)

STEEL BEAM GUARDRAIL (RAIL ONLY)

In accordance with Section 862 and the following exceptions and or additions:

This work shall consist of the installation of a section of rail in locations where the other components are not damaged and can be reused. Minor hardware may be needed but the cost will be included in the contract unit price for Steel Beam Guardrail (Rail Only). No end treatments are to be included in this item.

Payment will be made under:

Pay Item	Pay Unit
Steel Beam Guardrail (Rail Only)	LF
Steel Beam Guardrail, Triple Corrugated (Rail Only)	LF
Steel Beam Guardrail Terminal Sections, Triple Corrugated (Rail Only)	LF

STEEL BEAM GUARDRAIL (INCLUDING POST, BLOCK & ALL HARDWARE)

In accordance with Section 862 and the following exceptions and or additions:

This work shall consist of the installation of an entire guardrail section: including rail, posts, blocks and all hardware necessary for construction.

Payment will be made under:

Pay Item	Pay Unit
Steel Beam Guardrail	LF
Steel Beam Guardrail, Triple Corrugated	LF
Steel Beam Guardrail Terminal Sections, Triple Corrugated	LF
Steel Beam Guardrail Transition Sections, W-TR	EA
Guardrail Anchor Unit, AT-1 System	EA
Guardrail Anchor Unit, C.A.T. 1 System	EA
Guardrail Anchor Unit, Type B-77	EA
Guardrail Anchor Unit, Type B-83	EA

Guardrail Anchor Unit, Type III

EA

STEEL BEAM GUARDRAIL, SHOP CURVED (RAIL ONLY)

In accordance with Section 862 and the following exceptions and or additions:

This work shall consist of the installation of a section of shop curved rail in locations where the other components are not damaged and can be reused. Minor hardware may be needed but the cost will be included in the contract unit price for Steel Beam Guardrail, Shop Curved (Rail Only). No end treatments are to be included in this item.

Payment will be made under:

Pay Item	Pay Unit
Steel Beam Guardrail, Shop Curved (Rail Only)	EA

GUARDRAIL POST & BLOCK ASSEMBLY (ALL HARDWARE INCLUDED)

In accordance with Section 862 and the following exceptions and or additions:

This work shall consist of installing the posts and blocks and includes all hardware necessary to complete the assembly. Method of payment shall be the contract unit price per each for Guardrail Post and Block Assembly (All Hardware Included).

Payment will be made under:

Pay Item	Pay Unit
Guardrail Post & Block Assembly (All Hardware Included)	EA
Guardrail Post & Block Assembly (For Doubled-Faced Rail Locations)	EA

GUARDRAIL POST & BLOCK ASSEMBLY, TRIPLE CORRUGATED STEEL BEAM GUARDRAIL (ALL HARDWARE INCLUDED)

In accordance with Section 862 and the following exceptions and or additions:

This work shall consist of installing the posts and blocks for triple corrugated steel beam guardrail, and includes all hardware necessary to complete the assembly.

Payment will be made under:

Pay Item	Pay Unit
Guardrail Post & Block Assembly, Triple Corrugated Steel Beam (All Hardware Included)	EA

GUARDRAIL ANCHOR POST & BLOCK ASSEMBLY (ACROSS CONCRETE HEADWALL)

In accordance with Section 862 and the following exceptions and or additions:

This work shall consist of anchoring the post and block to the headwall and shall include all hardware necessary to complete the assembly.

Payment will be made under:

Pay Item	Pay Unit
Guardrail Anchor Post, Block Assembly (Across Concrete Headwall)	EA

EXTRA LENGTH GUARDRAIL POST (BLOCK ASSEMBLY AND ALL HARDWARE INCLUDED)

In accordance with Section 862 and the following exceptions and or additions:

This work shall consist of using extra length guardrail posts, block assembly and hardware as directed by the Engineer. Extra length posts are generally required when the minimum distance between the guardrail and the shoulder break point is less than two (2) feet.

Payment will be made under:

Pay Item	Pay Unit
Extra Length Guardrail Post (Block Assembly & All Hardware Included)	EA

REMOVAL & BACKFILL OF CONCRETE BCT-1 FOOTINGS

This work shall consist of the removal and disposal of the existing concrete footings at each site. The contractor shall supply suitable material approved by the Engineer for backfill and shall compact the material to prevent settlement.

Payment will be made under:

Pay Item	Pay Unit
Removal & Backfill of Concrete BCT-1 Footings	EA

GUARDRAIL ANCHOR UNITS, TYPE M-350:

(4-20-04) (Rev. 1-17-12)

862

SP8 R60

Description

Furnish and install guardrail anchor units in accordance with the details in the plans, the applicable requirements of Section 862 of the *2012 Standard Specifications*, and at locations shown in the plans.

Materials

The Contractor may, at his option, furnish any one of the following guardrail anchor units or approved equal.

The guardrail anchor unit (SRT-350) as manufactured by:

Trinity Industries, Inc.
2525 N. Stemmons Freeway

Dallas, Texas 75207
Telephone: 800-644-7976

The guardrail anchor unit (FLEAT) as manufactured by:

Road Systems, Inc.
3616 Old Howard County Airport
Big Springs, Texas 79720
Telephone: 915-263-2435

The guardrail anchor unit (REGENT) as manufactured by:

Energy Absorption Systems, Inc.
One East Wacker Drive
Chicago, Illinois 60601-2076
Telephone: 888-32-ENERGY

Prior to installation the Contractor shall submit to the Engineer:

- (A) FHWA acceptance letter for each guardrail anchor unit certifying it meets the requirements of NCHRP Report 350, Test Level 3, in accordance with Article 106-2 of the *2012 Standard Specifications*.
- (B) Certified working drawings and assembling instructions from the manufacturer for each guardrail anchor unit in accordance with Article 105-2 of the *2012 Standard Specifications*.

No modifications shall be made to the guardrail anchor unit without the express written permission from the manufacturer. Perform installation in accordance with the details in the plans, and details and assembling instructions furnished by the manufacturer.

Construction Methods

Guardrail end delineation shall be required on all approach and trailing end sections for both temporary and permanent installations. Guardrail end delineation consists of yellow reflective sheeting applied to the entire end section of the guardrail in accordance with Article 1088-3 of the *2012 Standard Specifications* and is incidental to the cost of the guardrail anchor unit.

Measurement and Payment

Measurement and payment will be made in accordance with Article 862-6 of the *2012 Standard Specifications*.

Payment will be made under:

Pay Item
Guardrail Anchor Units, Type M-350

Pay Unit
Each

GUARDRAIL ANCHOR UNITS, TYPE 350:

(4-20-04) (Rev. 8-16-11)

862

SP8 R65

Description

Furnish and install guardrail anchor units in accordance with the details in the plans, the applicable requirements of Section 862 of the *2012 Standard Specifications*, and at locations shown in the plans.

Materials

The Contractor may at his option, furnish any one of the guardrail anchor units or approved equal.

Guardrail anchor unit (ET-Plus) as manufactured by:

Trinity Industries, Inc.
2525 N. Stemmons Freeway
Dallas, Texas 75207
Telephone: 800-644-7976

The guardrail anchor unit (SKT 350) as manufactured by:

Road Systems, Inc.
3616 Old Howard County Airport
Big Spring, Texas 79720
Telephone: 915-263-2435

Prior to installation the Contractor shall submit to the Engineer:

- (A) FHWA acceptance letter for each guardrail anchor unit certifying it meets the requirements of NCHRP Report 350, Test Level 3, in accordance with Article 106-2 of the *2012 Standard Specifications*.
- (B) Certified working drawings and assembling instructions from the manufacturer for each guardrail anchor unit in accordance with Article 105-2 of the *2012 Standard Specifications*.

No modifications shall be made to the guardrail anchor unit without the express written permission from the manufacturer. Perform installation in accordance with the details in the plans, and details and assembling instructions furnished by the manufacturer.

Construction Methods

Guardrail end delineation is required on all approach and trailing end sections for both temporary and permanent installations. Guardrail end delineation consists of yellow reflective sheeting applied to the entire end section of the guardrail in accordance with Article 1088-3 of the *2012 Standard Specifications* and is incidental to the cost of the guardrail anchor unit.

Measurement and Payment

Measurement and payment will be made in accordance with Article 862-6 of the *2012 Standard Specifications*.

Payment will be made under:

Pay Item

Guardrail Anchor Units, Type 350

Pay Unit

Each

IMPACT ATTENUATOR UNITS, TYPE 350:

(4-20-04) (Rev. 1-17-12)

SP8 R75

Description

Furnish and install impact attenuator units and any components necessary to connect the impact attenuator units in accordance with the manufacturer's requirement, the details in the plans and at locations shown in the plans.

Materials

The Contractor may at his option, furnish any one of the **NON-GATING** impact attenuator units or approved equal:

The impact attenuator unit (QUADGUARD) as manufactured by:

Energy Absorption Systems, Inc.
One East Wacker Drive
Chicago, Illinois 60601-2076
Telephone: 312-467-6750

The impact attenuator unit (TRACC) as manufactured by:

Trinity Industries, Inc.
2525 N. Stemmons Freeway
Dallas, Texas 75207
Telephone: 800-644-7976

The Contractor may at his option, furnish any one of the **GATING** impact attenuator units or approved equal:

The impact attenuator unit (BRAKEMASTER) as manufactured by:

Energy Absorption Systems, Inc.
One East Wacker Drive
Chicago, Illinois 60601-2076
Telephone: 312-467-6750

The impact attenuator unit (CAT) as manufactured by:

Trinity Industries, Inc.
2525 N. Stemmons Freeway
Dallas, Texas 75207
Telephone: 800-644-7976

Prior to installation the Contractor shall submit to the Engineer:

- (A) FHWA acceptance letter for each impact attenuator unit certifying it meets the requirements of NCHRP Report 350, Test Level 3, in accordance with Article 106-2 of the *2012 Standard Specifications*.
- (B) Certified working drawings and assembling instructions from the manufacturer for each impact attenuator unit in accordance with Article 105-2 of the *2012 Standard Specifications*.

No modifications shall be made to the impact attenuator unit without the express written permission from the manufacturer. Perform installation in accordance with the details in the plans, and details and assembling instructions furnished by the manufacturer.

Construction Methods

If the median width is 40 feet or less, the Contractor shall supply one of the NON-GATING Impact Attenuator Units listed in the Materials Section herein.

If the median width is greater than 40 feet, the Contractor may use any of the GATING or NON-GATING Impact Attenuator Units listed in the Materials Section herein.

Measurement and Payment

Impact Attenuator Unit, Type 350 will be measured and paid at the contract unit price per each. Such prices and payment will be full compensation for all work covered by this provision including, but not limited to, furnishing, installing and all incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Impact Attenuator Units, Type 350	Each

CABLE GUIDERAIL REPAIR

All work identified, as "Cable Guiderail Repair" shall include but not be limited to re-tensioning, splicing, installing new turnbuckles, resetting guiderail posts, removing and installing new anchor units, installation of additional guiderail posts and emergency call back. All repairs shall be done in accordance with the applicable portions of Sections 865 and shall meet current design standards.

All components installed shall be tightened and completed prior to opening the adjacent roadway to traffic.

Payment shall be included in the unit price for the various components.

RE-TENSION CABLE GUIDERAIL

Re-tension cable guiderail shall consist of tightening each cable as required by the manufacturer.

Payment will be made under:

Pay Item	Pay Unit
Re-tension Cable Guiderail	EA

SPLICE CABLE GUIDERAIL

Splice cable guiderail shall consist of removing damaged cables and furnishing and splicing new cables to the existing cables

Payment will be made under:

Pay Item	Pay Unit
Splice Cable Guiderail	EA

INSTALL CABLE GUIDERAIL TURNBUCKLES

Install cable guiderail turnbuckles shall consist of removing damaged turnbuckles and furnishing and installing new turnbuckles.

Payment will be made under:

Pay Item	Pay Unit
Install Cable Guiderail Turnbuckles	EA

RESET CABLE GUIDERAIL POST (INCLUDING HARDWARE)

In accordance with Section 865 and the following exceptions and additions:

Reset cable guiderail post (including hardware) shall consist of removing damaged posts and hardware and furnishing and installing new posts and hardware.

Payment will be made under:

Pay Item	Pay Unit
Reset Cable Guiderail Post (including hardware)	EA

REMOVE AND INSTALL NEW ANCHOR UNIT FOR GUIDERAIL

In accordance with Section 865 and the following exceptions and additions:

Remove and install new anchor units for guiderail shall consist of removing existing anchor units, backfilling with approved material, compacting the material and installing new anchor units.

Payment will be made under:

Pay Item	Pay Unit
Remove & Install New Anchor Unit for Guiderail	EA

EMERGENCY CALL BACK

Emergency call back may be necessary to complete items of work beyond normal work hours. The Contractor will be responsible for providing any auxiliary lighting at the work site. No direct payment will be made for the auxiliary lighting as such work will be considered incidental to the contract price for Emergency Call Back.

Response to emergency call back shall begin within twenty-four (24) hours of notification which may be made by telephone, fax or email. The Contractor shall pay a penalty of one hundred fifty dollars (\$150.00) per hour if he does not respond within the twenty-four (24) hour time frame. The Engineer will determine times of emergency call back and payment for such will be at the contract unit price for Emergency Call Back.

Payment will be made under:

Pay Item	Pay Unit
Emergency Call Back	EA

PROJECT STANDARD PROVISIONS

LIABILITY INSURANCE:

(1-2-12)

Div. 7

Liability insurance (\$5,000,000 per general liability and \$5,000,000 per occurrence) shall be in accordance with Article 107-15 of the *2012 Standard Specifications* and the following:

The Contractor shall have 14 days from the date of the notification letter to provide proof of Liability Insurance. Failure to provide proof of Liability Insurance within the allotted 14 days may be cause to consider the Contractor non-responsive. The contract may then be awarded to the next lowest bidder.

The Contractor shall provide proof of all insurance required by the State of North Carolina within 14 days of the date of the "Award Letter". Failure to provide proof of insurance

may be cause to consider the Contractor to be non-responsive. The contract may then be awarded to the next lowest bidder.

COOPERATION WITH STATE FORCES:

1-22-2009

DDC-7.

The Department reserves the right at any time for State Forces to perform other or additional work on or near the work covered by this contract. When State Forces perform work within the limits of the project, the Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by State Forces. The Contractor shall conduct his operation in such a manner as to avoid damaging any work being performed by State Forces, or any work that has been completed by State Forces.

CONTRACT PAYMENT AND PERFORMANCE BONDS:

1-22-2009

Div. 7.

The provisions of Section 103-7 & 103-9 shall apply with the following additions:

Contract payment and performance bonds shall be required only if the amount bid exceeds \$500,000.00

The Contractor shall provide bonds within fourteen (14) calendar days from the date of the "Notice of Award". **Failure to provide bonds within the allotted 14 days may be cause to consider the Contractor non-responsive. At the Department's discretion, the contract may then be awarded to the next lowest bidder.**

AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS:

(5-20-08)

Z-2

General Statute 143C-6-11. (h) Highway Appropriation is hereby incorporated verbatim in this contract as follows:

- (h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are

available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Article 108-13(E), of the North Carolina Department of Transportation *2012 Standard Specifications for Roads and Structures*.

ERRATA:

(1-17-12) (Rev. 10-15-13)

Z-4

Revise the *2012 Standard Specifications* as follows:

Division 2

Page 2-7, line 31, Article 215-2 Construction Methods, replace “Article 107-26” with “Article 107-25”.

Page 2-17, Article 226-3, Measurement and Payment, line 2, delete “pipe culverts,”.

Page 2-20, Subarticle 230-4(B), Contractor Furnished Sources, change references as follows: **Line 1,** replace “(4) Buffer Zone” with “(c) Buffer Zone”; **Line 12,** replace “(5) Evaluation for Potential Wetlands and Endangered Species” with “(d) Evaluation for Potential Wetlands and Endangered Species”; and **Line 33,** replace “(6) Approval” with “(4) Approval”.

Division 4

Page 4-77, line 27, Subarticle 452-3(C) Concrete Coping, replace “sheet pile” with “reinforcement”.

Division 6

Page 6-7, line 31, Article 609-3 Field Verification of Mixture and Job Mix Formula Adjustments, replace “30” with “45”.

Page 6-10, line 42, Subarticle 609-6(C)(2), replace “Subarticle 609-6(E)” with “Subarticle 609-6(D)”.

Page 6-11, Table 609-1 Control Limits, replace “Max. Spec. Limit” for the Target Source of $P_{0.075}/P_{be}$ Ratio with “1.0”.

Page 6-40, Article 650-2 Materials, replace “Subarticle 1012-1(F)” with “Subarticle 1012-1(E)”

Division 8

Page 8-23, line 10, Article 838-2 Materials, replace “Portland Cement Concrete, Class B” with “Portland Cement Concrete, Class A”.

Division 10

Page 10-74, Table 1056-1 Geotextile Requirements, replace “50%” for the UV Stability (Retained Strength) of Type 5 geotextiles with “70%”.

Division 12

Page 12-7, Table 1205-3, add “FOR THERMOPLASTIC” to the end of the title.

Page 12-8, Subarticle 1205-5(B), line 13, replace “Table 1205-2” with “Table 1205-4”.

Page 12-8, Table 1205-4 and 1205-5, replace “THERMOPLASTIC” in the title of these tables with “POLYUREA”.

Page 12-9, Subarticle 1205-6(B), line 21, replace “Table 1205-4” with “Table 1205-6”.

Page 12-11, Subarticle 1205-8(C), line 25, replace “Table 1205-5” with “Table 1205-7”.

Division 15

Page 15-4, Subarticle 1505-3(F) Backfilling, line 26, replace “Subarticle 235-4(C)” with “Subarticle 235-3(C)”.

Page 15-6, Subarticle 1510-3(B), after line 21, replace the allowable leakage formula with the following: $W = LD\sqrt{P} + 148,000$

Page 15-6, Subarticle 1510-3(B), line 32, delete “may be performed concurrently or” and replace with “shall be performed”.

Page 15-17, Subarticle 1540-3(E), line 27, delete “Type 1”.

Division 17

Page 17-26, line 42, Subarticle 1731-3(D) Termination and Splicing within Interconnect Center, delete this subarticle.

Revise the *2012 Roadway Standard Drawings* as follows:

1633.01 Sheet 1 of 1, English Standard Drawing for Matting Installation, replace “1633.01” with “1631.01”.

PLANT AND PEST QUARANTINES:

(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)

(3-18-03) (Rev. 10-15-13)

Z-04a

Within Quarantined Area

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

Originating in a Quarantined County

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or <http://www.ncagr.gov/plantind/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed or other noxious weeds.

MINIMUM WAGES

(7-21-09)

Z-5

FEDERAL: The Fair Labor Standards Act provides that with certain exceptions every employer shall pay wages at the rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

STATE: The North Carolina Minimum Wage Act provides that every employer shall pay to each of his employees, wages at a rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all skilled labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all intermediate labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all unskilled labor on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

This determination of the intent of the application of this act to the contract on this project is the responsibility of the Contractor.

The Contractor shall have no claim against the Department of Transportation for any changes in the minimum wage laws, Federal or State. It is the responsibility of the Contractor to keep fully informed of all Federal and State Laws affecting his contract.

COMPENSATION:

(2-8-2012)

(Div. 7)

All work or items necessary to complete this work, other than those listed on the Bid Form, will be considered incidental in nature and no further compensation will be made. Payments for work on this project will be approved for the amount of work successfully completed.

All invoices shall be original and shall be **accompanied by an ORIGINAL DBE-IS form signed in INK** and shall be submitted to:

Attn: Bobby Norris, P.E.
NCDOT
PO Box 2513
Reidsville, NC 27323-2513

Invoices should be received by the Department within 30 days of the completion of the work for each notification.

**North Carolina Department of Transportation
CONTRACT BID FORM D7POC051**

WBS ELEMENT: 36051.079, 36051.017, 7.207916, & 7.201716
COUNTY: ROCKINGHAM AND CASWELL
DESCRIPTION: GUARDRAIL AND GUIDERAIL MAINTENANCE AND REPAIR AS NEEDED

Remove & Replace : Multilane Roadway						
Line No.	Sect.	Description	Qty	Unit	Unit Price	Amount Bid
10	SP	Steel Beam Guardrail (Rail Only)	500	LF		
20	SP	Steel Beam Guardrail	250	LF		
30	SP	Steel Beam Guardrail, Shop Curved (Rail Only)	50	LF		
40	SP	Steel Beam Guardrail, Triple Corrugated (Rail Only)	1	LF		
50	SP	Steel Beam Guardrail Terminal End Sections, Triple Corrugated	1	EA		
60	862	Steel Beam Guardrail Transition Sections, W-TR	1	EA		
70	SP	Guardrail Post & Block Assembly, Triple Corrugated Steel Beam (All Hardware Included)	1	EA		
80	SP	Guardrail Post & Block Assembly (All Hardware Included)	10	EA		

Contractor Submitting Bid

Line No.	Sect.	Description	Qty	Unit	Unit Price	Amount Bid
90	SP	Guardrail Post & Block Assembly (For Double-Faced Rail Locations)	10	EA		
100	SP	Guardrail Anchor Post, Block Assembly (Across Concrete Headwall)	1	EA		
110	SP	Extra Length Guardrail Post (Block Assembly & All Hardware Included)	10	EA		
120	SP	Guardrail Anchor Unit, AT-1 System	1	EA		
130	SP	Guardrail Anchor Unit, C. A. T. 1 System	1	EA		
140	SP	Guardrail Anchor Unit, Type B-77	1	EA		
150	SP	Guardrail Anchor Unit, Type B-83	1	EA		
160	SP	Guardrail Anchor Unit, Type III	1	EA		
170	SP	Guardrail Anchor Unit, Type 350	1	EA		

Contractor Submitting Bid

Line No.	Sect.	Description	Qty	Unit	Unit Price	Amount Bid
180	SP	Guardrail Anchor Unit, Type M-350	2	EA		
190	SP	Impact Attenuator, Type 350	1	EA		
200	SP	Cable Guiderail (Including Post & All Hardware)	250	LF		
210	865	Double Faced Guiderail	250	LF		
220	865	Cable Guiderail Anchor Unit	1	EA		
230	SP	Additional Guiderail Posts	1	EA		
240	SP	Removal & Backfill of Concrete BCT-1 Footings	4	EA		
250	SP	Emergency Call Back	1	EA		

Contractor Submitting Bid

REMOVE AND REPLACE: TWO-LAND ROADWAY						
Line No.	Sect.	Description	Qty	Unit	Unit Price	Amount Bid
260	SP	Steel Beam Guardrail (Rail Only)	500	LF		
270	SP	Steel Beam Guardrail	250	LF		
280	SP	Steel Beam Guardrail, Shop Curved (Rail Only)	23	LF		
290	SP	Steel Beam Guardrail, Triple Corrugated (Rail Only)	1	LF		
300	SP	Steel Beam Guardrail Terminal End Sections, Triple Corrugated	1	EA		
310	862	Steel Beam Guardrail Transition Sections, W-TR	1	EA		
320	SP	Guardrail Post & Block Assembly, Triple Corrugated Steel Beam (All Hardware Included)	1	EA		
330	SP	Guardrail Post & Block Assembly (All Hardware Included)	10	EA		

Contractor Submitting Bid

Line No.	Sect.	Description	Qty	Unit	Unit Price	Amount Bid
340	SP	Guardrail Post & Block Assembly (For Double-Faced Rail Locations)	10	EA		
350	SP	Guardrail Anchor Post, Block Assembly (Across Concrete Headwall)	1	EA		
360	SP	Extra Length Guardrail Post (Block Assembly & All Hardware Included)	10	EA		
370	862	Guardrail Anchor Unit, AT-1 System	1	EA		
380	862	Guardrail Anchor Unit, C. A. T. 1 System	1	EA		
390	862	Guardrail Anchor Unit, Type B-77	1	EA		
400	862	Guardrail Anchor Unit, Type B-83	1	EA		
410	862	Guardrail Anchor Unit, Type III	1	EA		
420	SP	Guardrail Anchor Unit, Type 350	1	EA		

Contractor Submitting Bid

Line No.	Sect.	Description	Qty	Unit	Unit Price	Amount Bid
430	SP	Guardrail Anchor Unit, Type M-350	2	EA		
440	SP	Removal & Backfill of Concrete BCT-1 Footings	4	EA		
450	SP	Emergency Call Back	1	EA		
FURNISH & INSTALL: MULTILANE ROADWAY						
460	SP	Steel Beam Guardrail (Rail Only)	500	LF		
470	SP	Steel Beam Guardrail	150	LF		
480	SP	Steel Beam Guardrail, Shop Curved (Rail Only)	50	LF		
490	SP	Steel Beam Guardrail, Triple Corrugated (Rail Only)	1	LF		
500	SP	Steel Beam Guardrail Terminal End Sections, Triple Corrugated	1	EA		

Contractor Submitting Bid

Line No.	Sect.	Description	Qty	Unit	Unit Price	Amount Bid
510	862	Steel Beam Guardrail Transition Sections, W-TR	1	EA		
520	SP	Guardrail Post & Block Assembly, Triple Corrugated Steel Beam (All Hardware Included)	1	EA		
530	SP	Guardrail Post & Block Assembly (All Hardware Included)	10	EA		
540	SP	Guardrail Post & Block Assembly (For Double-Faced Rail Locations)	10	EA		
550	SP	Guardrail Anchor Post, Block Assembly (Across Concrete Headwall)	1	EA		
560	SP	Extra Length Guardrail Post (Block Assembly & All Hardware Included)	10	EA		
570	862	Guardrail Anchor Unit, AT-1 System	1	EA		
580	862	Guardrail Anchor Unit, C. A. T. 1 System	1	EA		
590	862	Guardrail Anchor Unit, Type B-77	1	EA		

Contractor Submitting Bid

Line No.	Sect.	Description	Qty	Unit	Unit Price	Amount Bid
600	862	Guardrail Anchor Unit, Type B-83	1	EA		
610	862	Guardrail Anchor Unit, Type III	1	EA		
620	SP	Guardrail Anchor Unit, Type 350	1	EA		
630	SP	Guardrail Anchor Unit, Type M-350	2	EA		
640	865	Cable Guiderail (Including Post & All Hardware)	250	LF		
650	SP	Cable Guiderail Anchor Unit	1	LF		
660	865	Double Faced Guiderail	250	EA		
670	SP	Additional Guiderail Posts	1	EA		
680	SP	Impact Attenuator, Type 350	1	EA		

Contractor Submitting Bid

FURNISH & INSTALL: TWO LANE ROADWAY						
Line No.	Sect.	Description	Qty	Unit	Unit Price	Amount Bid
690	SP	Steel Beam Guardrail (Rail Only)	500	LF		
700	SP	Steel Beam Guardrail	150	LF		
710	SP	Steel Beam Guardrail, Shop Curved (Rail Only)	50	LF		
720	SP	Steel Beam Guardrail, Triple Corrugated (Rail Only)	1	LF		
730	SP	Steel Beam Guardrail Terminal End Sections, Triple Corrugated	1	EA		
740	862	Steel Beam Guardrail Transition Sections, W-TR	1	EA		
750	SP	Guardrail Post & Block Assembly, Triple Corrugated Steel Beam (All Hardware Included)	1	EA		
760	SP	Guardrail Post & Block Assembly (All Hardware Included)	10	EA		

Contractor Submitting Bid

Line No.	Sect.	Description	Qty	Unit	Unit Price	Amount Bid
770	SP	Guardrail Post & Block Assembly (For Double-Faced Rail Locations)	10	EA		
780	SP	Guardrail Anchor Post, Block Assembly (Across Concrete Headwall)	1	EA		
790	SP	Extra Length Guardrail Post (Block Assembly & All Hardware Included)	10	EA		
800	862	Guardrail Anchor Unit, AT-1 System	1	EA		
810	862	Guardrail Anchor Unit, C. A. T. 1 System	1	EA		
820	862	Guardrail Anchor Unit, Type B-77	1	EA		
830	862	Guardrail Anchor Unit, Type B-83	1	EA		
840	862	Guardrail Anchor Unit, Type III	1	EA		
850	SP	Guardrail Anchor Unit, Type 350	1	EA		

Contractor Submitting Bid

Line No.	Sect.	Description	Qty	Unit	Unit Price	Amount Bid
860	SP	Guardrail Anchor Unit, Type M-350	2	EA		
CABLE GUIDERAIL REPAIR						
870	SP	Re-Tension Cable Guiderail	1	EA		
880	SP	Splice Cable Guiderail	1	EA		
890	SP	Install Cable Guiderail Turnbuckles	1	EA		
900	SP	Reset Cable Guiderail Post (Including Hardware)	1	EA		
910	SP	Remove & Install New Anchor Unit for Guidrail	1	EA		
920	SP	Additional Guiderail Posts	1	EA		

Contractor Submitting Bid

Line No.	Sect.	Description	Qty	Unit	Unit Price	Amount Bid
930	SP	Emergency Call back	1	EA		
TOTAL AMOUNT BID						

FOR BID TO BE CONSIDERED RESPONSIVE, ANY ADDENDA ISSUED MUST BE ACKNOWLEDGED.
PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA BY WRITING IN ADDENDUM NUMBER AND DATING BELOW.

Addendum No. _____ Date: _____ Addendum No. _____ Date: _____

CONTRACTOR SUBMITTING BID _____

THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
This bid has been reviewed in accordance with Article 103-1 of the 2012 Standard Specifications for Roads and Structures.

Reviewed by _____ Date _____

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

CORPORATION

The Contractor being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this Contract, that the Contractor has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

By submitting this Execution of Contract, Non-Collusion Affidavit and Debarment Certification, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full name of Corporation

Address as Prequalified

Attest

Secretary/Assistant Secretary
Select appropriate title

By

President/Vice President/Assistant Vice President
Select appropriate title

Print or type Signer's name

Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

____ day of _____ 20__.

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

PARTNERSHIP

The Contractor being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this Contract, that the Contractor has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

By submitting this Execution of Contract, Non-Collusion Affidavit and Debarment Certification, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full Name of Partnership

Address as Prequalified

Signature of Witness

By

Signature of Partner

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

LIMITED LIABILITY COMPANY

The Contractor being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this Contract, that the Contractor has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

By submitting this Execution of Contract, Non-Collusion Affidavit and Debarment Certification, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full Name of Firm

Address as Prequalified

Signature of Manager

Signature of Witness

Individually

Print or type Signer's name

Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

JOINT VENTURE (2) or (3)

The Contractor being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this Contract, that the Contractor has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

By submitting this Execution of Contract, Non-Collusion Affidavit and Debarment Certification, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Instructions: 2 Joint Venturers Fill in lines (1), (2) and (3) and execute. 3 Joint Venturers Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: 0.8em;">Name of Joint Venture</div>			
(2)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: 0.8em;">Name of Contractor</div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: 0.8em;">Address as Prequalified</div> <table border="0" style="width: 100%;"><tr><td style="width: 40%;"><div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div><div style="text-align: center; font-size: 0.8em;">Signature of Witness or Attest</div><div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div><div style="text-align: center; font-size: 0.8em;">Print or type Signer's name</div><div style="margin-top: 5px;"><i>If Corporation, affix Corporate Seal</i></div></td><td style="width: 10%; text-align: center; vertical-align: middle;">By</td><td style="width: 50%;"><div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div><div style="text-align: center; font-size: 0.8em;">Signature of Contractor</div><div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div><div style="text-align: center; font-size: 0.8em;">Print or type Signer's name</div></td></tr></table>	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: 0.8em;">Signature of Witness or Attest</div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: 0.8em;">Print or type Signer's name</div> <div style="margin-top: 5px;"><i>If Corporation, affix Corporate Seal</i></div>	By	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: 0.8em;">Signature of Contractor</div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: 0.8em;">Print or type Signer's name</div>
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(3)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: 0.8em;">Name of Contractor</div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: 0.8em;">Address as Prequalified</div> <table border="0" style="width: 100%;"><tr><td style="width: 40%;"><div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div><div style="text-align: center; font-size: 0.8em;">Signature of Witness or Attest</div><div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div><div style="text-align: center; font-size: 0.8em;">Print or type Signer's name</div><div style="margin-top: 5px;"><i>If Corporation, affix Corporate Seal</i></div></td><td style="width: 10%; text-align: center; vertical-align: middle;">By</td><td style="width: 50%;"><div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div><div style="text-align: center; font-size: 0.8em;">Signature of Contractor</div><div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div><div style="text-align: center; font-size: 0.8em;">Print or type Signer's name</div></td></tr></table>	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: 0.8em;">Signature of Witness or Attest</div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: 0.8em;">Print or type Signer's name</div> <div style="margin-top: 5px;"><i>If Corporation, affix Corporate Seal</i></div>	By	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: 0.8em;">Signature of Contractor</div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: 0.8em;">Print or type Signer's name</div>
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(4)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: 0.8em;">Name of Contractor <i>(for 3 Joint Venture only)</i></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: 0.8em;">Address as Prequalified</div> <table border="0" style="width: 100%;"><tr><td style="width: 40%;"><div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div><div style="text-align: center; font-size: 0.8em;">Signature of Witness or Attest</div><div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div><div style="text-align: center; font-size: 0.8em;">Print or type Signer's name</div><div style="margin-top: 5px;"><i>If Corporation, affix Corporate Seal</i></div></td><td style="width: 10%; text-align: center; vertical-align: middle;">By</td><td style="width: 50%;"><div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div><div style="text-align: center; font-size: 0.8em;">Signature of Contractor</div><div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div><div style="text-align: center; font-size: 0.8em;">Print or type Signer's name</div></td></tr></table>	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: 0.8em;">Signature of Witness or Attest</div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: 0.8em;">Print or type Signer's name</div> <div style="margin-top: 5px;"><i>If Corporation, affix Corporate Seal</i></div>	By	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: 0.8em;">Signature of Contractor</div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: 0.8em;">Print or type Signer's name</div>
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: 0.8em;">Signature of Witness or Attest</div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: 0.8em;">Print or type Signer's name</div> <div style="margin-top: 5px;"><i>If Corporation, affix Corporate Seal</i></div>	By	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: 0.8em;">Signature of Contractor</div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: 0.8em;">Print or type Signer's name</div>		

NOTARY SEAL

Affidavit must be notarized for Line (2)

Subscribed and sworn to before me this
____ day of _____ 20__

Signature of Notary Public
of _____ County
State of _____
My Commission Expires: _____

NOTARY SEAL

Affidavit must be notarized for Line (3)

Subscribed and sworn to before me this
____ day of _____ 20__

Signature of Notary Public
of _____ County
State of _____
My Commission Expires: _____

NOTARY SEAL

Affidavit must be notarized for Line (4)

Subscribed and sworn to before me this
____ day of _____ 20__

Signature of Notary Public
of _____ County
State of _____
My Commission Expires: _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The Contractor being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this Contract, that the Contractor has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

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SIGNATURE OF CONTRACTOR

Name of Contractor

Individual name

Trading and doing business as

Full name of Firm

Address as Prequalified

Signature of Witness

Signature of Contractor, Individually

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

The Contractor being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this Contract, that the Contractor has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

By submitting this Execution of Contract, Non-Collusion Affidavit and Debarment Certification, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor _____

Print or type Individual name

Address as Prequalified

Signature of Contractor, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

____ day of _____ 20__.

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

☐

Check here if an explanation is attached to this certification.

CONTRACT NO.: D7POC051
WBS ELEMENT: 36051.079, 36051.017, 7.207916, & 7.201716
COUNTY: ROCKINGHAM AND CASWELL
DESCRIPTION: GUARDRAIL AND GUIDERAIL MAINTENANCE AND REPAIR AS
NEEDED

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

Division Engineer

Date